

Dear Sirs

Letter of Appointment

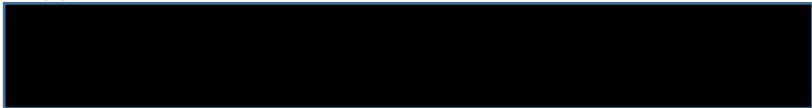
This letter of Appointment is issued in accordance with the provisions of the Framework Agreement (RM6004) between CCS and the Supplier..

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Terms unless the context otherwise requires.

Order Number:	To follow
From:	Department for Transport ("Customer")
To:	Behavioural Insights Ltd ("Supplier") 4 Matthew Parker Street, London, SW1H 9NP

Effective Date:	24 th October 2019
Expiry Date:	End date of Initial Period - Completion of the Services for Phase One and Two, and if it proceeds, Phase Three. End date of Maximum Extension Period – N/A Minimum written notice to Supplier in respect of extension: N/A

Services required:	Set out in Schedule 2 – Statement of Work and delivered in line with the Supplier’s Proposal submitted to the Customer on 16 October 2019.
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Key Individuals:	Customer:  Supplier: 
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Guarantor(s)	Not Required
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<p>Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):</p>	<p>The Charges for Phase One of the project are a firm fee of £17,558.75 exclusive of VAT The Charges for Phase Two of the project are a firm fee of £23,177 exclusive of VAT A more detailed breakdown of these Charges is set out in Schedule 2 (Statement of Work)</p> <p>If the Parties proceed to Phase Three of the project the indicative Charges are £28, 491.75 (excluding VAT) however the actual Phase Three costs will be agreed at the time of making the decision to proceed to Phase Three and MUST be agreed prior to work commencement</p> <p>The maximum contract value is £70,000, however this is a maximum value only and the Authority is not obliged to spend this amount.</p> <p>The invoicing schedule for payment of the Charges for Phases One and Two is as follows:</p> <table border="1" data-bbox="592 1025 962 1361"> <thead> <tr> <th>Milestone</th> <th>Amount exc. VAT</th> </tr> </thead> <tbody> <tr> <td>Completion of Phase One</td> <td>£17, 558.75</td> </tr> <tr> <td>Completion of Phase Two</td> <td>£23,177</td> </tr> <tr> <td>Total</td> <td>£40, 735.75</td> </tr> </tbody> </table> <p>If the project proceeds to Phase Three the invoicing schedule will be agreed at the time.</p>	Milestone	Amount exc. VAT	Completion of Phase One	£17, 558.75	Completion of Phase Two	£23,177	Total	£40, 735.75
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Completion of Phase One	£17, 558.75								
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Total	£40, 735.75								
<p>Insurance Requirements</p>	<ul style="list-style-type: none"> • Sufficient public liability insurance to cover all risks in the performance of the Call-Off Contract. • Professional indemnity insurance adequate to cover all risks in the performance of the Call-Off Contract. • Product liability insurance cover all risks in the provision of • Deliverables under the Call-Off Contract. 								
<p>Customer billing address for invoicing:</p>	<p>Invoices should be submitted to:</p> <p>DfT Shared Services Arvato Accounts Payable Team 5 Sandringham Park Swansea Vale</p>								

	Swansea SA7 0EA
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<p>Alternative and/or additional provisions:</p>	<p>Intellectual Property</p> <p>The Customer hereby grants to the Supplier, or shall procure the direct grant to the Supplier of, a fully paid up, worldwide, non-exclusive, royalty free, perpetual and irrevocable licence (with the right to grant sub-licences) to use, reproduce, publish, copy, distribute, modify, publicly perform, prepare derivative works of and otherwise use the Supplier Materials for:</p> <ol style="list-style-type: none"> 1. The Supplier’s own internal business purposes including training of its Staff; 2. The Supplier publicly disseminating learnings from the interventions undertaken as part of the Services (subject to the prior written agreement of the Customer where the Deliverables contain information which is not publicly available) 3. for the purpose of marketing and promoting the Supplier’s business (subject to the prior written agreement of the Customer where the Deliverables contain information which is not publicly available) <p>subject always to the confidentiality provisions of this Agreement and to any Confidential Information of the Customer being removed and data being de-identified prior to such use.</p> <p>Assumptions</p> <p>The Contract Charges are calculated based on the following assumptions (the “Assumptions”). If any of the Assumptions prove to be materially incorrect, the parties will discuss (in good faith) any additional Charges that will apply.</p> <ul style="list-style-type: none"> • The Customer will provide one round of verbal feedback on the draft Deliverables for Phase 1 and 2, during the meetings at which the Supplier presents these. In addition the Customer will not ask for more than one round of revisions on written Deliverables for Phase 1 and 2. For Phase 3, the Customer will not ask for more than two rounds of revisions on any Deliverable. • Any reports produced as part of the Services will be produced in the Supplier’s house style and formatting with Supplier branding, with the exception of ministerial summaries which will be provided in line with the Contracting Authority formatting and branding guidelines. <ul style="list-style-type: none"> • Any changes not made in line with Customer expectations shall be rectified by the Supplier at no additional cost. <p>Sub-contractors</p>
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	<p>The Supplier is authorised to instruct Transport Research Laboratory (“TRL”)</p> <p>Other</p> <p>Clause 11.3 of the Call Off Contract will not be applicable.</p>
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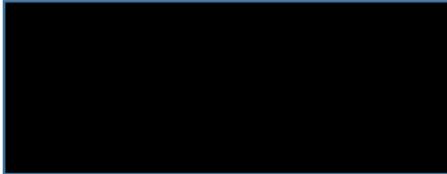
FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Call-Off Contract with the Customer to provide the Services in accordance with the terms of this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Terms.

The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:



For and on behalf of the Customer:

